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USEPA RECORDS CENTER REGION 5



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WRITER'S DIRECT
DIAL NUMBER

(614) 469-3235

February 14, 1995

Re: Granville Solvents, Inc. - North Right-of-Way Improvement

Dear Mr. [REDACTED]

This letter serves to summarize the meeting held Tuesday, February 6, 1995 in which Mr. Joe Hickman, Assistant Village Manager; Mr. Jim Valentine, ODOT District 5; several other ODOT personnel; and Lisa Lomax from my office met with you to discuss an offer to improve access through the north right-of-way to your property. The meeting was held at your property adjacent to the Granville Solvents, Inc. Site.

The meeting was held in response to your letter dated November 25, 1994 to me in which you requested that additional legal access to and from your property be provided. As you are aware, USEPA ordered the installation of a chain-linked fence to secure the property which apparently blocked the access you previously utilized, across the Granville Solvents Site. Our office contacted the Village of Granville and in turn, the Village offered to provide you a viable ingress/egress access through an existing right-of-way at your north property line.

You then requested that the right-of-way be improved. Though neither the Village of Granville nor the Granville Solvents PRP Group are under any legal duty to provide access or improve the right-of-way, ODOT was contacted to request their assistance. ODOT very generously offered to provide and install gravel on the right-of-way at no expense to you.

The meeting Tuesday served to provide Mr. Valentine with an understanding of the location, length, position and other important information concerning the right-of-way. He was then able to explain to you that he would lay two types of gravel, a larger

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gravel would serve as a base and a smaller gravel would serve as the finish. A small side drainage ditch may be constructed to prevent washout. He stated that he estimated that the job could be completed in two to three days, possibly sooner. Mr. Valentine further explained that the improvement would be more successful after the ground thawed and suggested a mid-March start date, providing the weather cooperated and the ground was thawed. You indicated that you would not need the right-of-way improved immediately because you use this property as storage for your boat and trailer. You agreed that mid-March was an acceptable start date. ODOT further offered to remove a few of the small shrubs along the back corner where the right of way abuts your property.

You expressed dissatisfaction with the fact that your access to the right-of-way would be in the upper northeast corner of your property. You would prefer to drive off the upper northwest corner. Unfortunately, as Mr. Hickman and Ms. Lomax explained to you, the creation of this type of access is not possible.

First, the Village of Granville has a water easement and has placed well valves on this site. In order to preserve the integrity, gravel should not be placed over the well valves nor should vehicular traffic be allowed to travel over these well valves.

Second, this type of access would extend the gravel past the existing right-of-way.

Finally, the existing telephone pole, trees, brick building, and log pile which border your property make such an access impractical, if not entirely impossible.

You expressed further dissatisfaction with our offer because it was limited to improvement of the right-of-way. You wanted ODOT to create a gravel driveway on your property starting at the front of your garage door, winding around the side of your storage building and then extending along the back of the storage building. However, improvements to your property remain your responsibility; this offer will only include providing you viable ingress and egress, which has been done.

Ms. Lomax provided you with four copies of a Release And Waiver Of Claims which sets forth the parameters of the improvement project. Prior to commencement of work, the Release And Waiver Of

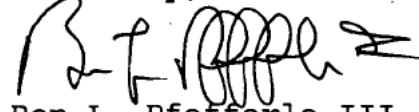
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Claims must be signed by you and your wife and returned to me, which should be returned by no later than March 10, 1995. If you have any questions, you may contact either Lisa Lomax or me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ben L. Pfefferle III', with a stylized flourish at the end.

Ben L. Pfefferle III

BLP:LAL/ldl

cc: Michael Anastasio, Esq., USEPA
Mr. Joe Hickman, Asst. Village Manager
Mr. Jim Valentine, ODOT District 5